



Agenda Item Number: 3-7-13.5C

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Date of Commission
Meeting:**

March 7, 2013

**Division / Elected
Office:**

Office of the County Manager

Staff Contact:

Phillip Rios, County Manager

Title of Item:

Santa Fe Civic Housing Authority (SFCHA) Memorandum of Understanding

Action Requested:

Motion to Approve a Memorandum of Understanding between Sandoval County and the Santa Fe Civic Housing Authority to Operate within the Jurisdiction of Sandoval County

Summary:

The Santa Fe Civic Housing Authority (SFCHA) has taken over operation of the Town of Bernalillo Housing Authority. Since SFCHA is providing low income housing services outside its own county, HUD requires that they obtain approval to operate within another county's jurisdiction.

Attachments:

Memorandum of Understanding

FISCAL IMPACT

None

STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 03/01/2013

**Initiating Elected Official /
Division Director:**

N/A

Legal:

Approved as to form. PFT 2/27/2013

Finance:

N/A

**MEMORANDUM OF UNDERSTANDING BETWEEN SANDOVAL
COUNTY AND THE SANTA FE CIVIC HOUSING AUTHORITY**

This Memorandum of Understanding (hereinafter referred to as the "MOU"), is entered into on this 26th day of February, 2013 by and between Sandoval County ("County"), a political subdivision of the State of New Mexico, and the Santa Fe Civic Housing Authority ("Authority")

Recitals

- A. The SFCHA and Sandoval County are duly created under the laws of the State of New Mexico and recognize the need to provide low income housing to residents within their jurisdictions.
- B. Sandoval County wishes to approve the Santa Fe Civic Housing Authority jurisdiction authority to provide residents of Sandoval County with low income housing through the Section 8 choice Voucher Program as provided by the United States Department of Housing and Urban Development.

IT IS AGREED between the County and Authority that:

- 1. Term - This MOU shall commence on January 1, 2013, and shall remain in full force and effect unless terminated by the County or Authority pursuant to paragraph 12, supra.
- 2. Services.
 - A. The Authority will provide rental housing assistance programs to eligible participants residing in the County through the Authority's Section 8 rental assistance programs, specifically, the federally funded Section 8 Housing Choice Voucher Program (HCV).
 - i. Except for the limited functions set out below, effective January 1, 2013, the Authority shall be responsible for all program delivery functions associated with the providing residents of the County rental housing assistance under the Authority's HCV program.
 - ii. The Authority shall determine the eligibility of County residents who make application to participate in the Authority's HCV program.
 - iii. The Authority shall conduct verification of applicant eligibility in accordance with HCV program standards, as may be modified, in a satisfactory manner as determined by the Authority.

- iv. The Authority shall be responsible for all costs associated with the administration and delivery of Authority's rental housing assistance programs.
 - v. The County acknowledges that through the approval of this MOU the initiation of a Housing Choice Voucher program all housing vouchers within the jurisdiction of the County shall not prohibit continued operation of said project in the event of subsequent cancellation.
- 3. No ambiguity shall be construed against any party based on the identity of the author or authors of the MOU. The parties acknowledge that this MOU was negotiated at an arms length transaction.
- 4. Any liability incurred by either party in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. Seq. NMSA 1978, as amended. Neither party waives sovereign immunity, any defense and or any limitation of liability pursuant to law. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
- 5. By entering into this MOU, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the parties. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.
- 6. Each party shall abide by all applicable federal and state laws and regulations. In any action or legal dispute arising from this MOU, the parties agree that the laws of the United States of America and the State of New Mexico shall govern.
- 7. The County and the Authority agree to mediate disputes to resolve conflicts arising under this Agreement, the expenses of which shall be shared equally by the parties.
- 8. Neither the County nor the Authority shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement.
- 9. This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- 10. In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

11. This Agreement shall not be effective until signed by both parties.
12. Notice to terminate services. The Authority or the County may terminate any or all of the services that one party has agreed to provide to the other party as set forth in this MOU upon 60 days prior written notice to the other party. Notice by the Authority shall be served by U.S. Mail upon the County Manager (or his designee or successor) of Sandoval County, and notice by the County shall be served by U.S. Mail upon the Executive Director (or his designee or successor) of the Authority.

IN WITNESS WHEREOF, each Party has executed this agreement on the date first written above.

Sandoval County, a municipal corporation

BY: _____ Date: _____ 2013
Phillip Rios, Sandoval County Manager

APPROVED AS TO FORM:

County Attorney Date: _____ 2013

SANTA FE CIVIC HOUSING AUTHORITY, a public body corporate

BY: _____ Date: 2/25 2013
Michael Gonzales, Chairperson, Board of Housing Commissioners

Ed Romero, Executive Director Date: 2/25 2013